IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Daniel R. Kurz

Serial No.: 10/731,631

Filed: December 8, 2003

For: INTRAVASCULAR DEVICE PUSH
WIRE DELIVERY SYSTEM

Examiner: Uyen T. Ho

Group Art Unit 3731

Docket No. MICRU 66414

Los Angeles, California 90045

TERMINAL DISCLAIMER TO OBVIATE DOUBLE PATENTING REJECTIONUNDER 37 C.F.R. 1.321Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Petitioner, MICRUS CORPORATION, a Delaware corporation, Assignee, having a place of business at 610 Palomar Ave., Sunnyvale, CA 94085, is the assignee and owner of 100 percent interest in the instant application, Serial No. 10/731,631, filed December 8, 2003, which is a continuation of Serial No. 09/971,388 filed October 3, 2001, now Patent No. 6,679,903, which is a continuation of 09/625,627 filed July 25, 2000, now Patent No. 6,319,267, which is a continuation of Serial No. 09/211,835 filed December 15, 1998, now Patent No. 6,102,932, as recorded at reel 9663 Frame 0927, in connection with Serial No. 09/211,835. The assignment document has been reviewed,

and petitioner hereby certifies that, to the best of petitioner's knowledge and belief, title in the instant application, Serial No. 10/731,631, is in petitioner.

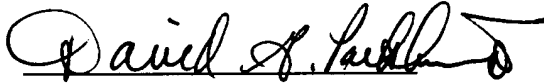
Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of commonly owned Patent No. 6,679,903, Patent No. 6,319,267, and Patent No. 6,102,932, which are also owned by petitioner. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and Patent No. 6,679,903, Patent No. 6,319,267, and Patent No. 6,102,932 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of Patent No. 6,679,903, Patent No. 6,319,267, and Patent No. 6,102,932, as presently shortened by any terminal disclaimer, in the event that they later expire for failure to pay a maintenance fee, are held unenforceable, are found invalid by a court of competent jurisdiction, are statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, have all claims cancelled by a reexamination certificate, are reissued, or are in any manner terminated prior to the expiration of their full statutory term as presently shortened by any terminal disclaimer.

The undersigned is an attorney of record.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

June 9, 2005


David G. Parkhurst
Reg. No. 29,422

89877.1